

STATE OF ARIZONA

Office of the

Registrar of Contractors

License No. ROC216946

This is to Certify That

K M A CONSTRUCTION L L C

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

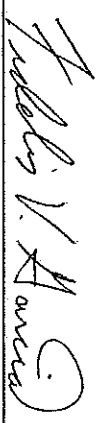
KB-02

DUAL RESIDENCE AND SMALL COMMERCIAL

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 23RD day of FEBRUARY, 2006.




ACTING DIRECTOR

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 10-048

RFP ISSUE DATE: 11/05/2009

PROCUREMENT DESCRIPTION: Housing Rehabilitation Contractors

Commodity Code(s): 914-53, 914-84, 914-55, 914-58,
914-50, 914-27, 914-30, 914-38,
914-61, 914-47, 914-85, 914-64,
914-68, 914-73, 914-79, 914-80,
914-83

PROPOSAL DUE DATE/TIME: **Thursday, December 3, 2009, 3:00 P.M.**

Local Time

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: **Monday, November 23, 2009, 5:00 P.M., Local Time**

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman _____, CPPB E-mail: Lisa_goodman@tempe.gov Phone No: (480) 350-8533

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/purchasing and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, five (5) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses. As such, pursuant to federal law, the City of Tempe encourages Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) to respond to this RFP.

Michael Greene

Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: KMA Construction LLC
Company Mailing Address: 10660 E Mercer Ln
City: Scottsdale State: AZ Zip: 85259
Contact Person: Steve Murray Title: Member
Phone No.: 602 689 8260 FAX: 480 614 0377 E-mail: Steve@kmaconstruction.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 20022076 or

Arizona Use Tax No.: _____

Federal I.D. No.: 753100128

City & State Where Sales Tax is Paid: Scottsdale, AZ

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Steve Murray

Title of Authorized Individual (TYPE OF PRINT IN INK) Member

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-391.06 and 35-393.06, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

Steve Murray
Signature of Authorized Offeror

11.12.09
Date

Form 201-B (RFP)
(H/RFP 3-2008)

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Proposal Offer, form no. 201-B(RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addendum(s):** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal offer or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make an effort to emit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal. It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.
- "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.
19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.
- If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.
20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.
21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Offeror certifies:
 - A. The submission of the vendor's proposal offer response did not involve collusion or other anti-competitive practices.
 - B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. The Agency and its subcontractors shall abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, Presidential Executive Order 13465 and Arizona Revised Statutes Section 41-4401, specifically as they relate to employment and client services, and such other provisions as may be applicable. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules building codes and/or regulations, it shall assume full responsibility therefore, and shall bear all costs incurred due to its negligence. In addition, by the date of the delivery of the product and/or performance of services, the Agency shall have implemented or will be in the process of implementing the E-Verify program for all newly hired employees in the United States.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.
- Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;
 - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
17. **Termination for Convenience:** The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.
18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.
22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

- C. Is engaged in activities prohibited in the Order; or,
- D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

- 40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
- 41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
- 42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
 - A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twenty (24) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

- 43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
7. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
8. **Price Adjustment:**
 - A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

- B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
- D. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

9. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

10. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.
- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
11. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
- A. Continually keep the job site free from debris, waste and accumulation of materials;
 - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;
 - C. Keep machinery clean and free of weeds and debris;
 - D. Remove all construction stains, smears and debris from finished surfaces;
 - E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
 - D. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.
12. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects. The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.
13. **Electrical Work:** If the Contractor will be engaging in work that covers the installation, service and/or maintenance of machines and equipment in which the unexpected energizing or start up of the machines or equipment, or release of stored energy, could cause injury to employees, they must follow the OSHA requirements as outlined in 29 CFR 1910.147, Control of Hazardous Energy regulation.

The Contractor is responsible for having qualified personnel to properly lock/out or tag/out electrical and mechanical equipment as deemed necessary per the above OSHA standard. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of the work.

14. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.

15. **Safety, Health and Sanitation:** The contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The contractor(s) shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the contractor(s) at all times for the protection of persons (including employees) and property. The contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.

16. **Protection and Restoration of Property and Landscape:** The contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The contractor(s) responsibility will not be released until the project has been completed and accepted.

If damage is caused by the contractor, the contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

17. **Responsibility for Work:** The contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.

18. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

19. **Sub-Contractor(s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.
20. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safer work performance will be performed by City staff.
21. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City of Tempe will be delivered or made available to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

Scope of Work

The City of Tempe ("City") is issuing this Request for Proposal ("RFP") to establish a qualified list of Housing Rehabilitation Contractors for use by the Housing Services Division. This list will be used for selecting qualified Contractors to perform all of the services and furnish all of the materials necessary to make improvements to residential properties identified by the City of Tempe Housing Services Division. The RFP is structured to allow for the selection of multiple firms to provide cost estimates for required rehabilitation services.

The selection of Contractors for each property shall be from a General Contractor Suggestion List. This list will be maintained by the Procurement Office and Housing Division. Contractors will be placed on this list by alphabetical order and they will be rotated on a monthly basis. The rotation will occur by moving the number one Contractor on the list to the bottom of the list and adjusting the list up one place accordingly. Contractor lists for specific trades used for emergency rehabilitation will be rotated on a similar basis. An emergency exists when a repair will immediately impact the safety and wellbeing of the occupants.

Contractors selected for a project must be available to perform the work in a timely manner.

The properties are not owned by the City, but are either owner-occupied or landlord owned/occupied/unoccupied single-family detached, town home, row house, manufactured, mobile, duplex, two-family, SRO, or condo unit.

The initial contract period shall be for one (1) year and may be renewed for additional terms per the Special Terms and Conditions of this RFP.

Contractors shall submit an estimate to the City for each project prior to starting work. This estimate shall provide the estimated time in hours that the project will require for completion. The Contractor can begin the project after authorization by the designated City representative. The Contractor must obtain written approval from the Project Coordinator at the City if the time and cost to complete the project exceeds the estimate.

In the event that any asbestos, mold, or lead paint is suspected or discovered; Contractor shall immediately notify the City and shall await a decision by the City before proceeding with any portion of the service.

Successful Contractors, when chosen for a project, will be asked to sign the attached contract, Exhibit A.

A Certificate of Insurance is required from Contractor naming the City of Tempe as an additional insured for all services requested and/or provided. Insurance must be provided to the Procurement Office at the commencement of contract.

Licensing

In order for a firm to be placed on the General Contractor Suggestion list the firm must have a current General Contractor's License with the Arizona Registrar of Contractors (AROC).

Firms with licensing in specific trades, but without a General Contractor's license will be placed on an emergency rehabilitation list by trade.

All licenses must be current and in good standing with the AROC.

A copy of each license must be submitted with RFP response.

Workmanship

All work shall be completed in a high quality, workman-like manner as recognized in the trade industry and by the published Standards of Arizona Registrar of Contractors.

Warranty

All workmanship must be warranted for a minimum of two (2) years.

Debarred Contractors

The City will check the Better Business Bureau and Debarred Vendors for all Contractors. Contractors will be checked after the RFP due date and prior to offer review. Additionally, Contractors will be checked via the Excluded Parties List System (<https://www.epls.gov/>) prior to the execution of each project construction contract. Any Contractors that appear on either list as debarred or suspended will be removed from the qualified list.

Defects after Completion

The Contractor shall guarantee the work performed for twelve (12) months from the date of final acceptance of all work required by this contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon written instruction of the Owner(s), be corrected and made good by the Contractor at his expense.

Furthermore, the Contractor shall furnish the Owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

Codes

The Tempe Building Code consists of the 2006 International Building Codes with amendments and the 2008 National Electrical Codes with amendments, and these codes shall govern the work of this contract.

Non-Performance

Contractors that are selected for a project and fail to complete the project in a timely manner or refuse projects repeatedly will be removed from the qualified lists.

Customer Service

It is the City's intent to work with licensed contractors who demonstrate the highest level of customer service to City staff and Program Participants. Contractors that repeatedly demonstrate poor customer service and/or have more than one complaint filed with the Registrar of Contractors by a Program Participant may be removed from the qualified lists.

Storage

Contractors must provide storage facilities, where and when necessary, and exercise such measures as to ensure the preservation of the quality and fitness of all materials and/or equipment to be used in the work. Any portion of the right-of-way and easements not required for public travel may be used for storage purposes when approved by the ordering City department. The Contractors must provide any additional storage area required.

Materials and/or equipment, furnished by the City of Tempe will be delivered or made available to the Contractor(s) when necessary. The Contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages which may occur after such acceptance.

Additional Information:

Process Overview – Regular Rehabilitation

1. Rotating Contractor list is maintained – names are rotated on a monthly basis.
2. For non-emergency items, the homeowner selects four (4) contractors to bid on their project.

3. Contractor walk-through is scheduled with City and homeowner. A scope of work is provided to the Contractor so they can bid on the project.
4. Bids are due within ten (10) days of the walk-through.
5. Bid review is conducted – the low bid will prevail unless the homeowner wishes to contribute to the difference in price.
6. Selected/non-selected letters are sent to the bidding Contractors.
7. Contract between homeowner and Contractor is signed.
8. “Notice to Proceed” sent to Contractor.
9. Construction commences within five (5) days.
10. Construction should be completed within sixty (60) days.
11. Contractor payment requests need to be completed for any draws and are contingent upon satisfactory completion of the work as determined by the homeowner and the City. Terms are net 30.

Process Overview – Emergency

1. Rotating Contractor list is maintained – names are rotated after each project.
2. Contractor walk-through is scheduled with City and homeowner. A scope of work is provided to the Contractor so they can bid on the project.
3. Bids are due within ten (10) business days.
4. Contract between homeowner and Contractor is signed.
5. “Notice to Proceed” sent to Contractor.
6. Construction commences within five (5) calendar days.
7. Construction should be completed within 60 calendar days thereafter.
8. Contractor payment requests need to be completed for any draws and are contingent upon satisfactory completion of the work as determined by the homeowner and the City. Terms are net 30.

City of Tempe Housing Improvement Program

Purpose:

The primary purpose of the City’s Housing Improvement Program is to provide a decent, safe and sanitary home and a suitable living environment for residents, as well as to protect and preserve the integrity and stability of Tempe neighborhoods.

The Housing Improvement Program provides financial assistance to qualified homeowner to rehabilitate their owner-occupied homes and is funded by two primary sources: the federal Community Development Block Grant Program (CDBG) and the federal HOME program.

Eligibility:

To be eligible for the Housing Improvement Program:

- Participant must be a Tempe resident;
- Participant must have owned and occupied the home to be rehabilitated for at least the immediate past six (6) months;
- Participant’s gross (before taxes) household income must meet the income guidelines; not to exceed 80% of area median income.
- Participant must not have an outstanding loan or lien from the City of Tempe as a result of previous rehabilitation work on their home.
- The property value of the home to be rehabilitated must not exceed 95% of the median sales price for the Phoenix/Mesa/Scottsdale statistical area as published by HUD annually.
- Property taxes must be current to within one year and the mortgage payments must be current to within one month.

The Housing Improvement program provides funds up to a maximum of \$35,000 to income qualified homeowners to correct code violations, deficiencies or other hazardous conditions in the home.

Homeowners may qualify for no-interest deferred loans, low-interest amortized loans or a combination of both. The type of loan the homeowner receives is based on the homeowner's ability to repay the loan.

In addition, grants (no repayment) are available for up to \$10,000 to qualified low to moderate-income homeowners with household incomes not exceeding 80% of area median income limits, to make emergency repairs to, or rehabilitate their home. Emergency repairs are those which affect the immediate life, health and/or safety of the dwellings occupants.

Examples of emergencies include: air-conditioning or evaporative cooler repair, heating repairs, electrical hazards, leaking roofs, plumbing and/or sewer problems, or anything that may immediately affect the health or safety of the occupants of the home.

Waiting List and Preferences:

Qualified homeowners for the Housing Improvement Program may be placed on a waiting list according to the time and date of their pre-application and the preference area they live in. Preference 1 areas will be assisted before Preference 2 areas. The preference areas are as follows:

Preference #1:

- Westside, census tracts 3188, 3189, 3197.04;
- Apache Blvd: census tracts 3191, 3192, 3193;
- East Rio Neighborhood: the area inside of census tract 3184 with the following boundaries: north of Curry, West of Miller, south of Weber and east of Rural.

Preference #2:

All areas of the City outside of the preference 1 areas listed above.

The following grant program is also available to homeowners in Tempe:

Tempe Home Accessibility Program:

This program is also for homeowners who require accessibility modifications to their home, such as ramps, widening of doors, grab bars, modifications to showers, sinks, and toilets. Energy conservation improvements are also eligible expenses.

Loan Repayment:

Under the Housing Improvement Program, all loans are secured with a Deed of Trust and a recorded lien on the rehabilitated property.

Amortized loans will have set repayment schedules. Deferred loans have no set repayments. Both loans must be repaid immediately if the property is sold, the title is transferred or the property is alienated. Loans may also be due and payable upon mortgage refinancing during the term of the loan. There are no prepayment penalties if a loan is repaid prior to the due date.

The City of Tempe has conditions for subordination of liens and the request must be approved by the Tempe Housing Services Division.

Rehabilitation vs. Remodeling:

It is important to remember that the purpose of the Housing Improvement Program is to assist homeowners with rehabilitating their home to correct code violations, deficiencies or hazardous conditions. It is not a remodeling program.

Specifications

1. Contractor shall provide offers in a format acceptable to the City and services consistent with the requirements of the City of Tempe's Community Development Department's "Standards for Rehabilitation," most recent revision. These Standards provide information to the homeowners/landlord and Contractors on how the rehabilitation process flows. Its also provides general information on the programs. Copies are available at the Housing Services Division Office.
2. In most cases, a timely response will be expected to provide the services required and all offers will be binding on the parties and sub-Contractors providing the services.
3. Contractors, subcontractors and sub-subcontractors shall have and maintain all relevant certifications and licenses for all services offered throughout the life of the contract.
4. Contractors, subcontractors and sub-subcontractor, and their employees and agents shall have the qualifications and experience required to perform the work required under this contract in a workman-like manner and pursuant to industry standards.

Proposal Questionnaire

Listed below are questions that will be used in the evaluation process. Please answer the questions in detail and in an orderly fashion.

1. Provide a summary of your firm's experience and expertise.

6 years as a General Contractor w extensive experience
working w Citys and their Neighborhood Service
departments.

2. List the trades your firm wants to appear on the qualified list.

General Contractor

3. Identify the key individuals you would assign to the City and briefly describe their qualifications and experience.

Steve Murray owner
Shawn Potter owner

4. List and provide copies of current, valid, State of Arizona Contractors licenses to each trade you are requesting to be on the qualified list.

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5. List three references for which you have provided similar services in the past two (2) years. Include contact name and phone number.

Company	Contact Name	Phone Number
Ran LLC	Amir Ran	602-332-4787
Rich Abbott	City of Phoenix NHS	602-262-1686
Dustin Boyd	City of Scottsdale Housing	480-312-2479

6. List the services you will sub-contract.

Plumbing
Mechanical
Electrical
Pools, Specializing Roofing

7. Indicate if your firm performs rehabilitation on mobile homes?

_____ Yes X No

8. Will you comply with, or exceed, the two (2) year warranty on all projects?

X Yes _____ No

Please explain below.

All Project will carry the Standard two year Workmanship Warranty as Set forth by the Arizona Registrar of Contractors.

Proposal Checklist for Submittals

- _____ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- _____ Five (5) copies of your submittal
- _____ Proposal Questionnaire has been completed and included
- _____ Price Information completed and included
- _____ Any addenda have been included
- _____ Copies of all AROC licenses have been included

Evaluation Criteria

An evaluation committee composed of City Staff will review the RFQs and score them according to the criteria listed below. Those offerors receiving the highest scores may be invited to present to the evaluation committee. An eligibility list of qualified offerors will be determined from the information submitted.

Award Criteria	Weight	X	Rating	=	Points
1. Experience and Expertise of Firm and Staff	<u>5</u>	X	_____	=	_____
2. Pricing	<u>4</u>	X	_____	=	_____
3. Licensing	<u>4</u>	X	_____	=	_____
4. References and past performance with the City and this program	<u>4</u>	X	_____	=	_____
5. Completeness of Proposal and Acceptance of Terms and Conditions	<u>2</u>	X	_____	=	_____
			Total	=	_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	.	.	.	7
				6
Good	.	.	.	5
				4
Average	.	.	.	3
				2
Poor	.	.	.	1
Not Addressed or Unacceptable				0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Please complete the following table for evaluation purposes. In addition, offerors to provide a schedule of all hourly rates and fees applicable to this RFP.

	Applicable Hours		Cost per hour		
	From	To	Helper	Journeyman	Supervisor
Weekdays – Straight Time	6 am	2 pm	10 ⁰⁰	15 ⁰⁰	18 ⁰⁰
Weekdays – Overtime	2 pm	10 pm	15 ⁰⁰	22 ⁵⁰	27 ⁰⁰
Weekends – Straight Time	6 am	2 pm	10 ⁰⁰	15 ⁰⁰	18 ⁰⁰
Weekends – Overtime	2 pm	10 pm	15 ⁰⁰	22 ⁵⁰	27 ⁰⁰
Holidays – Straight Time	6 am	2 pm	10 ⁰⁰	15 ⁰⁰	18 ⁰⁰
Holidays – Overtime	2 pm	10 pm	15 ⁰⁰	22 ⁵⁰	27 ⁰⁰
Markup on direct cost of parts and materials			10 %		

* Applicable Tax ____ %

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of ____ % ____ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:	Cecilia Miller	Letters A-E
	Ramona Zapien	Letters F-O
	Candace Duke	Letters P-Z

EXHIBIT A

HOUSING IMPROVEMENT CONTRACT Between Homeowner & Contractor

This AGREEMENT made and entered into this _____ day of _____, 200, by and between

Business Name (Contractor) Hereinafter referred to as the CONTRACTOR, and
Homeowner Full Name Hereinafter referred to as the OWNER(S).

WITNESSETH

The OWNER(S) desire(s) to engage the CONTRACTOR to perform certain work on the premises located at: Street Number and Name Here Tempe, Arizona _____.

The OWNER(S) desire(s) to rehabilitate the aforesaid premises in accordance with the City of Tempe's Housing Improvement Program.

This Contract is agreed upon in the amount of:

Rehabilitation Amount: _____
Total Contract Amount: _____

The parties do mutually agree as follows:

- Section 1: Employment of Contractor: The OWNER(S) hereby engage(s) the CONTRACTOR to perform the services and supply the materials hereinafter set forth. The CONTRACTOR must be currently licensed, bonded and insured in the State of Arizona.
- Section 2: Scope of Services: The CONTRACTOR shall perform all of the services and furnish all the materials necessary to make the improvements described herein for the premises.
- Section 3: Improvements: The improvements to be made and/or constructed by the CONTRACTOR are set forth in the plans and specifications attached hereto and made a part of this AGREEMENT.
- Section 4: Time for Performance: The CONTRACTOR shall, within five (5) calendar days from the date of the Notice to Proceed, begin actual performance, and all work to be performed by the CONTRACTOR shall be completed within 60 calendar days thereafter.

The CONTRACTOR is excused from the performance time requirement if, during the progress of the work, delay is authorized in writing by the City of Tempe, delays caused by neglect of the OWNER(S), (for the purpose of this Contract, the owner must make the premises available during regular Contractor business hours), or by any separate CONTRACTOR employed by the OWNER(S), or by authorized changes in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes completely beyond the CONTRACTOR'S control and the time of completion shall be extended for such reasonable time.

- Section 5: Subcontracting: The CONTRACTOR agrees that he is fully responsible to the OWNER(S) for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of himself or persons directly employed by him. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the OWNERS(S).

EXHIBIT A

Section 6: Insurance: The CONTRACTOR shall maintain such insurance to protect OWNER(S) under Workmen's Compensation acts issued by the Industrial Commission of Arizona and other employee benefits act, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this Contract, whether such operations may be by himself or by another subcontractor or anyone directly or indirectly employed by either of them. Public liability insurance protecting the OWNER(S) shall be written for not less than \$500,000.00. Certificates of proof of such insurance shall be filed with the City of Tempe.

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER(S) and the City of Tempe, from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from CONTRACTOR'S operations under this Contract.

Section 7: Changes: All changes, to this Contract, including Change Orders, must be in writing and shall be signed by the parties to the Contract and approved by the City of Tempe. Both OWNER(S) and CONTRACTOR agree to refrain from making any other Agreement concerning the listed work or any additional work during the term of this Contract.

Section 8: Waiver of Lien: The CONTRACTOR shall submit to the City of Tempe a satisfactory Waiver of all mechanics and material liens and records of expenses including receipts invoices and wage documentation prior to final payment of the consideration set forth hereafter.

Section 9: Compensation: The CONTRACTOR will be compensated, by the City of Tempe through its Housing Improvement Program, for services and materials to be provided herein.

Section 10: Method of Payment: The City of Tempe, together with the OWNER(S), will authorize payment to the CONTRACTOR in accordance with one of the following schedules to be selected at the discretion of the City of Tempe:

Schedule A. Payment in full upon satisfactory completion of the entire work.

Schedule B. Progress payments based on the compensation stated in Section 9.

Schedule C. The contractor's proposal will include the number of draw requests and the amount of each draw. Each draw request must be in equal dollar amounts.

Schedule D. At any point during the course of construction, the City of Tempe shall authorize progress payments, if the work has been performed in an acceptable manner

Schedule E. Lien waivers from the contractor and subcontractors will be submitted to the City of Tempe prior to the last draw.

Section 11: Workmanship: The work provided by the CONTRACTOR shall be performed in a professional manner; and all materials used in the construction shall be new unless otherwise expressly set forth in the work write-up.

Section 12: Defects after Completion: The CONTRACTOR shall guarantee the work performed for twelve (12) months from the date of final acceptance of all work required by this Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon written instruction of the OWNER(S), be corrected and made good by the CONTRACTOR at his expense.

EXHIBIT A

Furthermore, the CONTRACTOR shall furnish the OWNER(S) with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

Section 13: Inspection of Work: The City of Tempe shall, at all times, have access to the work. If specifications, plans instruction, laws, ordinances, building standards, or any public authority requires any work to be specifically inspected, tested or approved, the CONTRACTOR shall give the City of Tempe timely notice of its readiness for inspection.

Section 14: Permits and Licenses: All permits and licenses required under this Contract shall be secured by the CONTRACTOR. Copies of all permits and licenses must be submitted to the City of Tempe Housing Services Division prior to any compensation for work performed on the property.

Section 15: Equal Employment Opportunity: During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, sex, creed, color, disability or national origin.

The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without any regard to their race, religion, sex, creed, color, disability or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff, termination, rates of pay or other forms of compensation; and selection for training or apprenticeship.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state all qualified applicants will receive consideration for employment without regard to race, religion, sex, creed, color, disability or national origin.

- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this CONTRACTOR, so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to CONTRACTS or subcontracts for standard commercial supplies or raw materials.

Section 16: Engineering and Construction Surveys: The CONTRACTOR shall furnish all surveys as required under this Contract unless otherwise specified.

Section 17: Termination: If the CONTRACTOR fails to complete the project in a professional manner within the prescribed time frame, or violates any other provisions of this Contract, he may be declared in default.

The OWNER(S) will provide the CONTRACTOR with a two (2) day written notice of default for failure to comply with his contract obligations. This notice shall contain the reason(s) for the CONTRACTOR default, and, unless within forty-eight (48) hours after delivery of said notice, the violations are corrected or satisfactory arrangements are made for their correction, the CONTRACTOR's right to proceed under the Contract will be terminated.

In the event the Contract is terminated, the OWNER(S) shall have the right to hire another CONTRACTOR to complete the project. The cost of having the work completed shall be deducted from the remaining balance of this Contract.

Section 18: The OWNER(S) and the CONTRACTOR acknowledges that they have read, understand, and agree to all the provisions of this Contract and the attachments thereto.

Section 19: This Housing Improvement Contract contains the entire agreement between the Owner(s) and the Contractor.

EXHIBIT A

IN WITNESS WHEREOF, the OWNER(S) and CONTRACTOR have executed this Contract as of the date on Page one of this Contract.

SIGNATURES:

Homeowner(s):

Homeowner Signature

Date

Homeowner Signature

Date

Homeowner Signature

Date

Witness

Date

Contractor:

Contractor Signature

Date

Contractor License Number

Witness

Date